

Example of Partner Agreement (I)

CONTRACT

Name of the project

Number of the contract

This contract is made and entered into by and between

(Name of the coordinating institution)

whose registered office is at (*whole address*)

represented by *X. Y.*, Director, hereinafter referred to as **Contractor**

and

(Name of the partner institution)

whose registered office is at (*address of the partner*)

represented by *W. Z.*

hereinafter referred to as **Partner**.

Whereas, within the framework of SOCRATES (*Action*) the Contractor has concluded an agreement with the Commission of the European Communities (hereinafter referred to as **Commission**) for the Project called (*title of the project*) (hereinafter referred to as **Project**). This agreement (hereinafter called **CEC Contract**) shall form an integral part of the present Contract.

The Contractor and the Partner shall be bound by the terms and conditions of the CEC Contract SOCRATES (*Action*) No. *XXX* signed between *X. Y.* and the Commission on *XX* September 2000 and amended by the letters ref. *XXX* dated (*day/month/year*) and ref. *XXX* dated (*day/month/year*). The Annexes of the CEC Contract constitute Annexes B and C of the present Contract. Annex A of the present Contract gives the details of the implementation of the Project together with Annex E () and Annex F (). Annex D contains forms to be used by the Partner for financial reporting to the Contractor.

The Contractor and the Partner shall be bound by the terms and conditions of any further amendments to the CEC Contract in accordance with the procedure set out in Article 13.

The Contractor and the Partner have agreed to define their rights and obligations with respect to carrying out specific tasks relating to the Project as described in Annex A of this Contract. Therefore, the following is hereby agreed between the Contractor and the Partner.

Article 1. - The Objective of the present Contract

On the basis of the present Contract the Contractor and the Partner shall contribute to the achievement of the requirements of the CEC Contract together with the other parties (Partners and Subcontractors) performing the CEC Contract in accordance with the terms and conditions as stated in the present Contract.

Article 2. - The Project Period

The present Contract shall come into force on the day when it has been signed by both the Contractor and the Partner respectively but shall have retroactive effect from (*day/month/year*). This Contract will cover the period up to (*day/month/year*).

Article 3. - The Obligations of the Contractor and the Partner

The Contractor and the Partner shall perform and complete their share of the work under the present Contract in accordance with the requirements set out in Annexes A, E, and F of the present Contract. The Parties to the present Contract shall carry out

the work in accordance with the timetable set out in Annex A using their best endeavours to achieve the results specified therein and shall carry out all of their responsibilities under the present Contract in accordance with recognised professional standards.

The Partner shall provide the personnel, facilities, equipment and material necessary to be able to perform and complete the Partners share of the work under this Contract.

The Partner shall carry out the work in such a way that no act or omission in relation thereto shall constitute, cause, or contribute to any breach or non-compliance by the Contractor or by any Partner or any Subcontractor of any of their respective obligations under the CEC Contract. The Partner shall impose the same contractual conditions on any consultants that the Partner engages in the Project for the undertaking of the work.

Article 4. - Allocation of Funds

The maximum financial contribution by the Partner to the Project during the Contract period shall be **XXX** EURO, in accordance with the financial provisions set out in Annex A.

The maximum Project funding for this contribution from the Commission grant shall be **XXX** EURO, i.e. **XX** %. The Partner shall make an institutional contribution of **XX** %. Should the declared total expenditure by the Partner be lower than the maximum contribution stipulated above, the percentage funding will be applied to the Partner's real total expenditure.

The allocation of Project funding to the Partner is subject to receipt by the Contractor of the respective Project funding from the Commission.

Article 5. - Record Keeping and Reporting

The Contractor and the Partner shall be bound by the obligations set and instructions given for the Declaration of Expenses in the CEC Contract (section F in Annex C of the present Contract).

The Partner shall keep a record of any expenditure incurred under the Project and all proofs and related documents for five years after the end of the period covered by the present Contract.

All invoices to the Contractor must be dated and certified as true and exact by the Financial Officer of the Partner. The Contractor may reject any item of expenditure which cannot be justified in accordance with the rules set out in the Rules for Eligible Expenditure (Annex C of the present Contract).

The Partner is required to present to the Contractor on *(day/month/year) (day/month/year) (day/month/year)* firstly, interim declarations of the real and total expenditures of the work undertaken during the periods *(day/month/year)* to *(day/month/year)* and *(day/month/year)* to *(day/month/year)* respectively, separating expenditures paid out by the Partner and expenditures committed by the Partner but not paid out; and secondly, reports on the course of development of the Project activities undertaken by the Partner.

The Partner agrees to supply to the Contractor all the information that the latter finds necessary to ask for concerning the implementation of the present Contract.

The Contractor shall provide the Partner with the appropriate forms (Annex D) for the Declaration of Expenses and the respective instructions for the filling of them.

The Partner shall promptly inform the Contractor of any delay in the performance of the activities undertaken by the Partner under the present Contract.

A Final Report on the Project activities, including a final Declaration of Expenditure, must be submitted by the Partner to the Contractor no later than (10) days after the end of the period covered by the Contract.

Upon request the Partner shall make available any documentation on Project finance and activities required by the Commission.

Article 6. - Schedule of Payment

(The name of contractor) shall pay the Partner for work completed satisfactorily according to the description and schedule of this work in Annexes A, E and F of the present Contract. Payment shall be made within twenty (20) days after the reception and approval by the Contractor of each Declaration of Expenses and each periodic activity report by the Partner; the cumulative total of these payments shall not exceed 80% of the total remuneration due to the Partner from Commission funding on the basis of the CEC Contract as stipulated in Article 4 above.

Payment to the Partner by the Contractor for work completed shall be made according to the following approximative schedule: 60% when the draft assessment instruments have been produced; 15% when the draft instruments have been reviewed on paper and in the IT format and revised; 5% when the items to be included in the specimen tests have been selected and the language specific specifications for Structures / Grammar and Vocabulary have been submitted. The eventual balance of Commission funding due to the Partner will be paid when the total Project grant has been released by the Commission.

Declarations of Expenditure shall be made in the Partner's local currency and the Contractor shall make the payments stipulated above in the same local currency, using the exchange rate applied by the bank engaged to carry out the transaction on the day it is made. The Contractor shall deduct the relevant sum from the total of the Partners grant allocation stipulated above in Article 4 using an exchange rate between the Finnish mark and the EURO. The final payment, after the Final Report has been accepted by the Commission, will be paid to the Partner in EURO.

Any balance owed by the Contractor to the Partner, corresponding to the Project funding to the Partner stipulated in Article 4 above less the instalments already paid will be paid to the Partner within twenty days of the Contractors receiving final payment from the Commission.

Article 7. - Banking Details

The remuneration to be paid to the Partner shall be paid into the Partners institutional account in accordance with the following banking details:

Name and Address of the Account Holder:

Name of Bank:

Address of Bank:

Bank Code:

Swift Code:

Account Number:

The National VAT Number:

Article 8. - Ownership

Subject to constraints imposed by national legislation, the deliverables of the Project, patents, copyrights and Intellectual Property Rights, as well as reports and other documentation resulting from the present Contract, shall be the property of the Contractor and all the Partners of the Project, apportioned between the Contractor and each Partner pro rata to their shares of the total of all the financial institutional contributions made by the Contractor and the Partners together.

Article 9. - Termination

In the event that the Partner fails to perform any obligations under the present Contract or the CEC Contract and does not remedy such failure within 30 days after having received a notice in writing from the Contractor specifying the failure and requiring such remedy, then without prejudice to any other rights or remedies, the Contractor shall be entitled to terminate the present Contract forthwith, without the application of any juridical procedures, by notice in writing to the Partner.

If the Partner or the Contractor breaches the terms of the present Contract, the other party shall have the right to terminate this Contract.

Either party to this Contract shall have the right to terminate this Contract if the other party is insolvent or enters into bankruptcy or liquidation or any other arrangement for the benefit of its creditors.

The Contractor shall have the right to terminate the present Contract if a change in the bye-laws or composition of the Partner affects the conditions for developing the Project.

The Contractor shall have the right to terminate the present Contract if the Partner has made false declarations to the Contractor on work carried out or on expenditure. If the present Contract is so terminated, the Contractor may require the Partner to reimburse all or part of the payments made under this Contract.

Article 10. - Damages for Non-performance

If the present Contract is terminated for the reason that the Partner fails to perform its obligations under the present Contract, the rights and licences granted to the Partner pursuant to this Contract shall cease immediately, and the Partner shall forfeit the right to reimbursement for obligations performed.

Furthermore, if the Contract is terminated by the Contractor due to non-performance of obligations by the Partner, the Partner shall be responsible for and pay any direct cost increase resulting from the necessity to remedy the Partners breach of responsibilities and to assign the tasks of the Partner as specified in the present Contract to one or several parties.

Article 11. - Liability

The Partner shall be solely liable for any loss, destruction, damage, death or injury to the persons or property of the Partner or of the Partners employees or of third parties resulting directly or indirectly from performance of the work under the present Contract.

The Partner shall indemnify the Contractor and any other partner against any claim made against or liability incurred by the Contractor in respect of any infringement by the Partner of any copyright or other industrial property right or any statutory protection in respect of any report or other material supplied by the Partner to the Contractor pursuant to the present Contract.

The Contractor shall not be required to provide insurance cover to persons participating in activities undertaken by the Partner under the present Contract.

Article 12. - Confidentiality

The Contractor and the Partner must treat as confidential and must use all reasonable effort to ensure that they do not disclose to any person any information of technical, commercial or financial nature or otherwise relating in any manner to the execution of the Project, except in the circumstances detailed in the following paragraph below.

The above clause relating to confidentiality shall remain in force for a period of five years after the completion of work under the CEC Contract but shall not in any case be deemed to extend to any information which the receiving party can show

- ☐ was at the time of receipt published or otherwise generally available to the public;
- ☐ has after receipt by the receiving party been published or become generally available to the public otherwise than through any act or omission on the part of the receiving party;
- ☐ was already in the possession of the receiving party at the time of receipt without any restrictions on disclosure;
- ☐ was rightfully acquired from others without any undertaking of confidentiality imposed by the disclosing party;
- ☐ was developed independently of the work under the CEC Contract by the receiving party.

The above clause relating to confidentiality shall not be deemed to extend to academic publications and public presentations provided that information beyond the general framework of the project deliverables and the characterisation of single test items

is not disclosed. However, the Contractor shall be notified of any intention on the part of the Partner to produce such publications and make such presentations.

Article 13. - Modification of the Contract

Changes or amendments to the present Contract shall be approved by both parties to the Contract and become effective when signed by authorised representatives of both parties.

Article 14. - Settlement of Disputes and Applicable Law

If there is a dispute or difference between the parties arising out of or in connection with the present Contract or out of activities undertaken under the present Contract, including disputes regarding quality, the parties shall first endeavour to settle it amicably.

Provided that a dispute cannot be settled amicably, the arbitration of the dispute between the Contractor and the Partner in connection with the present Contract shall be conducted through one-man arbitration in accordance with the laws of Finland. Any such arbitration shall take place in **XXX**.

This Contract is governed by the laws of *(the coordinating country)*.

Article 15. - The Annexes

Annex A. The Workplan of the Project

Annex B. A copy of the Contract signed between *(name of the contractor)* and the Commission (the CEC Contract) and its amendments.

Annex C. The Rules on Eligible Expenditure.

Annex D. The forms to be used for reporting.

Example of Partner Agreement (II)

PROJECT AGREEMENT

The present Agreement, drafted in the context of the Community programme SOCRATES governs relations between:

(name of the coordinating institution)

whose registered offices are at **(address, country)**

represented by **(name of the coordinator)**

hereinafter "the Contractor"

and

(Name of the partner institution)

whose registered offices are at **(address, country)**

represented by **(name of the head of the partner organisation)**

hereinafter "the Partner"

The parties hereby agree as follows:

Article/Subject

With regard to the provisions of Council Decision 95/EC establishing the SOCRATES programme, the Contractor and the Partner undertake to carry out the programme of the work which is the subject of the present Agreement, within the framework of agreement No. **(number of the contract)** signed between the Contractor and the European Commission and concerning the pilot project entitled

(Name of the project)

The total cost of this project for the contractual period covered by agreement No. **(number of the contract)** is estimated at EURO XXX (inclusive all possible taxes).

The Community contribution shall not exceed EURO XXX, or XX % of the total cost of the project.

In the event that the actual eligible expenses shall be lower than the above sum, the Community contribution shall be restricted to xx % of the eligible expenses.

Under no circumstances may the financial aid provided result in a profit.

The present Agreement governs the relations between the parties and their respective rights and obligations with respect to their involvement in the project.

The subject of the present Agreement and the associated programme of work are detailed in the Annexes, which form an integral part of the Agreement and which each party declares to have read and approved.

Article/Duration

The present Agreement shall come into effect on **(day/month/year)** for a period of xx months and shall end on **(day/month/year)**.

Obligations of the Contractor

The Contractor undertakes to:

- make the necessary arrangements for the preparation, execution and smooth running of the programme of work which is the subject of the present Agreement, with a view to achieving the objectives of the pilot project as described in the Agreement signed between the European Commission and the Contractor.

- provide the Partner with copies of the official documents pertaining to the pilot project, such as Agreement between the Contractor and the European Commission and the various reports.

- inform the Partner of any change made in Agreement No. *(number of the contract)*.

Obligations of the Partner

The partner organisation undertakes to:

- make the necessary arrangements for the preparation, execution and smooth running of the programme of work which is the subject of the present Agreement, with a view to achieving the objectives of the pilot project as described in the Agreement signed between the European Commission and the Contractor.

- comply with all the provisions of the general agreement between the Contractor and the Commission.

- provide the Contractor with any information or documents it may require and which are necessary for the administration of the project.

Article/Funding - Description of Tasks

The total expense to be incurred by the Partner during the period covered by this contract is estimated at EURO **XXX**.

Article/Co-financing

The partner shall contribute EURO **XXX** to the project, in the form set out in the Annex.

Article/Payments

The Contractor undertakes to make the payments pertaining to the subject of this Agreement to the Partner as follows:

- a reimbursement of the portion of the expenses eligible for reimbursement within ten (10) working days from submission of the required documentation. Documentation is to be submitted monthly by the 20th day of the month following.

- any sums received by the Partner and not utilised within 45 days must be placed in an interest-bearing account.

- the interest earned on such investments shall be declared in the balance sheet and notified and refunded to the Contractor, who shall pay that sum to the European Commission on an account opened in the name of the Socrates and Youth technical Assistance Office.

Article/Bank Account

The Contractor undertakes to make the payments to the Bank Account specified by the Partner:

Name of the Bank:

Branch:

SWIFT Address:

Postcode/City/Country:

Name of Account Holder:

Address of Account Holder:

Postcode/City/Country:

Account Number:

Sorting Code/Code Bank/Code Guichet:

Article/Reports

The Partner shall provide the Contractor with the documents necessary for the preparation of the interim report no later than *(day/month/year)*.

The partner shall provide the Contractor with the documents necessary for the preparation of the final report no later than *(day/month/year)*.

Article/Property Rights

The Partner takes note of the fact that the European Commission holds a share of the rights to the project and its results, pro rata to the Community's contribution to all the investments made and expenditure incurred by the Contractor and its partners in the project. However, the European Commission agrees to waive its property rights in respect of the project in return for an agreement on information and demonstration rights to be granted by the project partnership to the Commission. Pending such an agreement, which shall be the subject of an additional clause to this Agreement, the Partnership undertakes not to market the project, nor any product, document, equipment, publication, computer programme, teaching aid or any other device whatsoever produced with the aid of the Community contribution under the terms of the present Agreement, without express written permission from the European Commission.

Article/Liability

Each of the contracting parties discharges the other of any civil liability for any damages itself or its staff may incur as a result of the performance of this Agreement, insofar as such damages are not due to a serious and intentional fault on the part of the Commission, The Socrates and Youth Technical Assistance Office, the Contractor or their staff.

Article/ Termination of the Agreement

The Agreement may be terminated in the event that the Partner should fail to perform one of the obligations arising therefore, and independently from consequences provided for in applicable law, in that event, the Contractor may terminate or cancel this Agreement by rights, without legal formalities, where notification of the Partner by registered letter does not result in performance within one month.

Article/Jurisdiction

Where an amicable solution cannot be found, the *(name of court) in (place, country)* shall have sole jurisdiction in any dispute between the contracting parties concerning this Agreement.

The Law applicable to the present Agreement is the Law of *(country)*.

Article/Amendments and Addenda to the Agreement

Amendments to this Agreement may be made solely by means of an additional clause signed for each party by the signatories of the present Agreement.

Article/Annexes

The following Annexes are attached and form an integral part of this Agreement:

Annex 1: Timetable

Annex 2: Finance Plan

Annex 3: Project Description and Programme of Work

Annex 4: Copyright Agreement

Signed by:

Name for the Contractor)

Name for the Partner

Date

Date

Place

Place

Example of Partner Agreement (III)

AGREEMENT

BETWEEN:

(i) *Name of the Coordinating institution* *Address*
(hereinafter referred to as the **Coordinator**),
and

(ii) *Name of the partner institution* *Address,*
and

(iii) *Name of the partner institution* *Address,*
and

(iv) *Name of the partner institution* *Address,*
and

(v) *Name of the partner institution* *Address*

The above are together hereinafter referred to as the **Parties** or in the singular a **Party**.

WHEREAS:

The Parties to this Agreement having together expertise in the concerned filed have submitted a proposal (the **Proposal**) through the Coordinator to the Commission of the European Communities (the **Commission**) for a Project entitled:
(SOCRATES/ACTION/name of the project)

The Coordinator has been informed by the Commission that the Proposal for the Project has been accepted, and that a Grant Agreement has been issued with number *(number of the Contract)*.

The Parties have decided to conclude this Consortium Agreement in order to define their respective rights and obligations with respect to the performance of work under the EC Contract, the receipt of any financial contribution due from the EC in respect thereof and their rights and obligations each to the other.

IT IS AGREED AS FOLLOWS:

Article 1 - Definitions

In this Agreement, capitalised terms shall unless the context other wise requires have the meaning ascribed to them in the EU Contract (appended hereto and labelled Annex 1) and the following words shall have the following meanings:

- 1.1 Annex1, Annex 2, Annex 3, Annex 4 mean Annexes to this Agreement.
- 1.2 Project shall mean the work programme defined in Annex hereto.
- 1.3 The Coordinator shall mean *(name of the coordinating institution)*.
- 1.4 Project Share shall mean the proportion of the total amount of funding received from the Commission under the Contract received by each Party as set out in the Financial Summary Table in Annex 3 to this Agreement.
- 1.5. Affiliated Companies, means any legal entity directly or indirectly owning, owned by or under the same ownership as a Party for so long as such ownership or control lasts. Ownership exists through the direct or indirect ownership or control of more than 50 % of the nominal value of the issued equity share capital or of more than 50 % of the shares entitling the holders to vote for the election of directors or persons performing

similar functions, or the right by any other means to elect or appoint directors or persons performing similar functions who have a majority vote.

- 1.6 Third Party Rights, means all copyright and other intellectual property rights which are not vested in the Parties.
- 1.7 Third Party Permissions, means the granting of consent from persons who own or control any Third Party Rights.

Article 2 - Purpose and Scope

- 2.1 The Parties hereby undertake to cooperate on the conditions hereinafter defined in order to execute and fulfil the EU Contract as defined by this Agreement and Annex 1.
- 2.2 The scope of the Project is as set out in Annex 2 and the performance of the Project shall be shared between the Parties according to the tasks respectively indicated in Annex 2.

Article 3 - Coordinator

- 3.1 It is hereby agreed that the Coordinator shall assume overall responsibility for liaison between the Parties and the Commission concerning the Project, and for the administration of the implementation of the EU contract. To this effect the Coordinator shall act on behalf of the Parties and discharge such functions as defined by this Agreement, the EU Contract, and from time to time by the general Assembly as defined in Article 4 of this Agreement.

Such functions shall be limited to:

- (a) relationship and correspondence with the Commission and third parties, including without limitation the submission of extensions to the EU Contract (if any) and thereafter the coordination of further negotiation of the EU Contract (if required);
- (b) administration, preparation of minutes, provision of the Chairman of the General Assembly and follow-up of its decisions;
- (c) supervision of progress relative to the time schedules as set up by common agreement of the Parties;
- (d) collection and collation of the Parties' documents and cost statements and forwarding such as may be required to the Commission. The forwarding of cost and other statements to the Commission may exclude any such statement not received by the Coordinator from any of the Parties in accordance with the time-scales laid down in the EU Contract in order not to delay the said statements and subsequent payments to the other Parties;
- (e) transmission of any documents connected with the Project between the Parties and from the Parties to the Commission and vice versa including without limitation the reports required by the EU Contract to be submitted to the Commission after their approval by the General Assembly, the minutes of the meetings of the general Assembly for approval by the other parties and Commission communications.

Article 4 - General Assembly

- 4.1 The Parties shall establish a General Assembly composed of one representative of each of them. Each representative shall have one vote. Each Party shall have the right to replace its representative and/or to appoint a proxy by informing the other Parties by post, fax or e-mail.

Each representative shall have a deputy.

- 4.2 The General Assembly shall be chaired by the Coordinator's representative. The General Assembly shall meet at agreed intervals or at the request of its Chairman or at any other time when necessary at the request of one of the Parties where one third of the Parties agree. Meetings shall be convened by the Chairman

giving at least 15 (fifteen) calendar days prior notice with the agenda. For matters of substance the minutes shall be considered as accepted by the parties if within 15 days of receipt thereof the Parties have not objected in writing.

4.3. The General Assembly shall be in charge of:

a) Managing the Project. In this case decisions shall be taken by the majority of the votes of the Parties present or represented by proxy except as provided under (b) and (e) below.

b) Reviewing and/or amending the Work programme defined in Annex 2 together with the allocation between the Parties of the funding provided by the Commission under EU Contract, and the re-allocation between the Parties at the end of the Project of any such funding which remains unused. In this case decisions shall be taken by the majority of 80% of the votes of the Parties present or represented by proxy, providing that any party, the scope of whose work or the time for performance of it are hereby affected or whose costs or liabilities are thereby changed, may veto such decisions.

c) Making proposals of the Parties for the review and/or amendments of:

- the terms of the EU Contract
- the costs or time schedules under the EU Contract
- the termination date of the EU Contract
- EU Contract amendments and extensions

d) Making proposals to the Parties (other than a Defaulting Party as hereinafter defined) for the service of notices requiring remedy of breach and terminating this Agreement with respect to that Defaulting Party, all in accordance with Article 6.6

e) Solving the possible conflict between the Parties and/or work packages at management level

In the case of c), decisions shall be taken unanimously by all Parties. In the case of d) decisions shall be taken unanimously by all the Parties with exception of the Defaulting Party.

4.4 Any decision under article 4.3 requiring a vote at a general Assembly meeting must be identified as such on the pre-meeting agenda, unless there is a unanimous vote on a decision at that meeting, provided all Parties are present or represented.

Article 5 - Costs - Common Charges - Payments

5.1 Each party shall bear its own costs in connection with the making of the Proposal, the negotiation of the EU Contract (if any), the negotiation of this Agreement and the carrying out of the Project (insofar as the costs are not met by EU funding).

5.2 The Coordinator will forward each Party its share of EU funding received.

5.3 The shares to be paid to each Party are as set out in the project, and as more particularly set out in the Financial Summary Table annexed hereto at Annex 3.

5.4 In the event of lower actual expenditure the respective Party's share of the EU funding shall be limited to the actual expenditure of the respective Party reduced in proportion to that respective Party's percentage share of the total maximum grant payable by the Commission. The difference between the beforementioned amounts must be refunded to the Coordinator (in accordance with the instructions of the Coordinator) who will in turn account to the commission.

Article 6 - Responsibilities

6.1 Towards the Coordinator and the general Assembly

Each Party hereby undertakes:

(a) promptly to supply to the Coordinator and the General Assembly all such information or documents as the Coordinator and the general Assembly may require in connection with the EU Contract to fulfil their obligations as provided for this Agreement or as the Commission may properly request and to keep the Coordinator and the general Assembly informed of all such requests from the Commission and responses thereto;

(b) to keep (and supply the same to the Coordinator in an acceptable format) full records of costs incurred and time spent on the Project, including but not limited to the provision of details of the time of Partners given in kind and as complementary funding (for this purpose a specimen form of Timesheet is enclosed at Annex 4 hereto); and

(c) promptly to communicate or provide any information or decision which has to be given by it to the General Assembly for the purposes provided for in Article 4.3 of this Agreement;

(d) to take out and maintain policies of insurance for civil liability cover for persons taking part in approved activities during the entire period of the Project.

6.2. Towards each other

(a) each Party undertakes to use all reasonable endeavours:

- (i) to perform on time the tasks and work packages assigned solely to it under the proposal and to make available rights and information on time to other Parties under the terms and conditions defined in the EU Contract and in this Agreement;
- (ii) in respect of the tasks and work packages assigned jointly to it and to any other Party or Parties under the Proposal to perform such tasks and work packages on time and jointly with such other Party or Parties;
- (iii) to participate actively with such other Party or Parties in the performance of, or to perform itself as the case may be, such organisational tasks as are assigned to it jointly or solely under the Proposal;
- (iv) promptly to notify the Coordinator and each of the other Parties of any delay in performance in accordance with (i), (ii) and (iii) above;
- (v) to prepare and present the reports to be submitted to the Commission under the EU Contract and Annex 1 hereto in sufficient time to enable the Coordinator to submit to the Commission in accordance with the formats required.

(b) In supplying any information or materials to any of the other Parties hereunder or under the EU Contract each Party undertakes to use all reasonable endeavours to ensure the accuracy thereof and (in the event of any error therein) promptly to correct the same. The supplying Party shall be under no further obligation or liability in respect of the same and no warranty condition or representation of any kind is made, given or to be implied in any case as to the sufficiency accuracy or fitness for purpose of such information or materials. Unless otherwise agreed in writing for the purposes of the Project, each Party shall obtain Third Party Permission in respect of any Third Party Rights in materials supplied and/or developed for the Project by the respective Party.

For the avoidance of doubt the respective Party shall also ensure that Third Party Permissions are obtained to permit translation of such materials for the purposes of the Project;

(c) Each Party shall identify each of the other Parties, within the limits set out in Articles 6.3 and 6.6 of this Agreement, in respect of the acts and omissions of itself and of its employees and agents provided always that such indemnity shall not extend to claims for indirect or consequential loss or damages such as but not limited to loss of profit, revenue, contracts or the like.

6.3 Claims of the Commission

If the Commission in accordance with the provisions of the EU Contract claims any reimbursement or payment of damages from one or more Parties;

- (a) each Party whose default has caused or contributed to the claim being made shall indemnify each of the other Parties against such claims provided always that the total limit of liability of that Party to all of the other Parties collectively in respect of any and all such claims shall not exceed twice that Party's Project Share. Any excess shall be apportioned between all the Parties pro rata to their Project Shares; and
- (b) in the event that it is not possible to attribute default to any Party under (a) above, the amount claimed by the Commission shall be apportioned between all the Parties pro rata to their project Shares;
- (c) if the Defaulting Party is an Associated Partner (in the sense of the EU Contract) this party shall not hold harmless the Defaulting Party being held liable by the Commission.

6.4. Towards Third Parties

Each Party shall be solely liable for any loss, damage or injury to third parties resulting from its implementation of its part of the EU Contract.

6.5 Sub-contracts with Third Parties

Each Party shall be fully responsible for the performance of any part if its share of the Project in respect of which it enters into any contract with a third party, e.g. an associated contract or a sub-contract.

6.6. Defaults and Remedies

In the event of a substantial breach (but not in case of force majeure) by a Party of its obligations under this Agreement or the EU Contract which is irremediable or which is not remedied within 60 (sixty) days of written notice from the other Parties requiring that it be remedied, the other Parties may jointly terminate this Agreement with respect to the Party concerned ("Defaulting Party") by not less than one month's prior written notice.

Such termination shall take place with respect to such Defaulting Party as of the date of such notice, subject to the provisions in (a) to (d) below.

Notice of such termination shall be given to the Commission and the Commission shall be requested to approve termination the EU Contract with respect to the Defaulting Party, provided always that:

- (a) without prejudice to any other rights of the other Parties, the licences granted to the Defaulting Party by the other Parties under this Agreement as well as under the EU Contract shall cease immediately but the licences so granted by the Defaulting Party to the other Parties and their Affiliated Companies shall remain in full force and effect;
- (b) the scope of the tasks of the Defaulting Party as specified in Annex 2 shall be assigned to one or several companies and/or entities which are chosen by the other Parties and are acceptable to the Commission and which agree to be bound by the terms of this Agreement, with preference being granted to one or more of the remaining Parties;
- (c) the Defaulting Party shall assume all reasonable direct cost increase (if any) resulting from the assignment referred to in (b) above in comparison with the costs of the tasks of the Defaulting Party as specified in Annex 2 and shall be liable for any so resulting additional direct cost incurred by the other Parties, up to a total amount which taken together with any liability to the Commission under Article 6.3 of this Agreement shall not exceed the total maximum limit of liability specified in that Article in respect of the Defaulting party, and any excess amount shall be shared between the Parties, (including the Defaulting Party) pro rata to their Project Shares at the time of termination. In case the Commission does not approve termination of the EU Contract with respect to the Defaulting Party, such Party shall be deemed to have agrees to a termination with the provision that (a) above applies and that the agreement which is deemed to have been given by the Defaulting Party as aforesaid shall be without prejudice to the rights of the Defaulting Party to appeal against the termination.

- 6.7 The provisions of Article 6 shall survive the expiration of termination of this Agreement (whether under Article 6.6 or otherwise) to the extent necessary to enable the Parties to pursue the remedies provided for in Article 6.

Article 7 - Force majeure

7.1 If any Party is prevented or delayed in the performance of any of its obligations hereunder by any event beyond the reasonable control of that Party including but not limited to Acts of God, strikes, lockouts or other industrial action, civil commotion, war, fire, flood, or political interference then it shall notify the other Parties of the circumstances and shall be excused from performing those obligations for so long as the event constituting force majeure shall continue. If the event continues for longer than 90 days the Parties shall consult to see how best to continue to perform their obligations under the EU Contract. If in the reasonable opinion of the Parties other than the Party affected by force majeure that Party will not be able to perform its obligations under the EY Contract and this Agreement, then the Parties not so affected shall be entitled jointly to terminate this Agreement with respect to the Party concerned by not less than one month's prior written notice,

and the provisions of Clause 6.6 other than paragraph (c) shall apply as though the Party concerned were a Defaulting Party.

Article 8 - Ownership, exploitation and dissemination of results

8.1

- (a) each party agrees to be bound by the terms and conditions of Article 10 of the EU Contract (Rights of Ownership). For the purposes of this Clause 8, a Part shall mean a Party together with its Affiliated Companies provided that such Affiliated Companies duly comply with any obligation in relation to licences, user rights and confidentiality arrangements properly requested by any Party.
- (b) All copyright and rights in the nature of copyright in any work, documents, paper, information, data and results produced by any individual Party for the purpose of the Project and any methods, patents, processes or procedures developed by them for the purpose of the Project shall, in accordance with Article 10 of the EU Contract, vest in the Coordinator for the duration of the copyright and in the case of other rights for so long as they shall subsist throughout the worlds in all languages (save that any pre-existing rights of any Party shall continue to vest in that Party).
- (c) Subject to any prior notification in accordance with Article 8.1 (d) below, each Party hereby grants to the Coordinator a non-exclusive royalty-free licence to use its pre-existing rights solely for the purposes of performing and commercialising the Project and the results thereof.
- (d) If any Party wishes to grant certain pre-existing licences and pre-existing user rights other than on a royalty-free basis, such Party shall notify the other Parties of this election prior to the signature of this Agreement. Any election made thereafter shall be ineffective and shall not bind all or any of the other Parties, except with their unanimous agreement.
- (e) Subject to the provisions of Article 6.6 of this Agreement the royalty-free licences and user rights in respect of IP shall be deemed irrevocably granted as of the date of this Agreement.
- (f) Commercialisation of the Project shall be undertaken only in accordance with the provisions of Clause 10.3. of the EU Contract.
- (g) Subject to the provisions of Clause 10.3 of the EU Contract should any Party wish to exploit and commercialise any specific results of the Project produced by the respective Party for the purposes of the Project then that Party may apply to the Coordinator for a licence to exploit the respective results; such licence shall not be unreasonably refused or withheld and shall be subject to separate written agreement.
- (h) Any proceeds received by the Coordinator as a result of commercialisation of the results shall be held by the Coordinator (as the legal owner thereof) on trust for the Parties as beneficial owners therein. The distribution of any proceeds from commercialisation shall be as agreed in writing between the Parties.

8.2. Each Party agrees not to use knowingly, as part of a deliverable (including without limitation a software product) or in the design of such deliverable, any proprietary rights of a third party for which such Party has not acquired the right to grant licences and user rights to the Coordinator in accordance herewith. Each Party shall indicate to the other Parties where Third Party Rights subsist in the results.

8.3. If any Party proposes to employ a subcontractor or an associates contractor to carry out any part of that Party's work on the Project, such employment shall only be on terms which enable that Party to carry out its obligations under the EU Contract and this Agreement. The Party shall not without the prior written agreement of the other Parties grant to the subcontractor or associates contractor any rights to the IP of the other Parties.

8.4. The provisions of this Article 8 shall survive the termination or expiration of this Agreement.

Article 9 - Confidentiality

9.1

As respects all information whether oral, in writing or electronic form, whether of a technical nature or otherwise relating in any manner to the business or affairs of another Party, as is disclosed to a Party on a confidential basis by any other Party hereunder or otherwise in connection with the Project whether pending or after execution of the EU Contract each Party (in addition and without prejudice to any undertaking given by that Party under the EU Contract as to use or confidence) undertakes to each of the other Parties that:

- (a) once the EU Contract has been entered into, it will not during a period of five (5) years from the date of disclosure use any such information for any purpose other than in accordance with the terms of the EU Contract and of this Agreement; and

- (b) it will during the aforesaid period of five years treat the same as (and use all reasonable endeavours to procure that the same be kept) confidential and not disclose the same to any other person without the prior written consent of such other Party in each case;

Provided always that:

(i) such undertaking shall not in any case be deemed to extend to any information which a Party can show:

- (a) was at the time of receipt published or otherwise generally available to the public.
- (b) has after receipt by the receiving Party been published or become generally available to the public otherwise than through any act or omission on the part of the receiving Party,
- (c) was already in the possession of the receiving Party at the time of receipt without any restriction on disclosure,
- (d) was rightfully acquired from others without any undertaking of confidentiality imposed by the disclosing party,
- (e) was developed independently of the work under the EU Contract by the receiving Party or,
- (f) was necessarily divulged by marketing products or software in accordance with this Agreement.

(ii) nothing herein contained shall prevent the communication of the same to the Commission or (against similar undertakings of confidence and for delivery of such information as are contained in this Agreement) to any Affiliated Company or to any permitted third party insofar as necessary for the proper performance of the EU Contract.

9.2. As respects any permitted communication of any of the information referred to in Article 9.1 by the recipient Party to any other person (including but not limited to its Affiliated Companies) such Party will use all reasonable endeavours to procure due observance and performance by such other persons of the undertakings referred to in paragraph (ii) of Article 9.1. of this Agreement and all relevant undertakings in the EU Contract.

9.3. The provisions of this Article 9 shall survive the expiration or termination of this Agreement.

Article 10 - No Partnership or Agency

Nothing in this Agreement shall be deemed to create a partnership or agency between the Parties or any of them, save that for the purposes of this Agreement and the EU Contract the Coordinator is entitled to act for the other Parties in accordance with the terms of the EU Contract and of Article 3 of this Agreement.

Article 11 - Assignment

No Party shall without the prior written consent of the other Parties, assign or otherwise transfer partially or totally any of its rights and obligations under this Agreement. This provision shall not apply when such assignment or transfer is in favour of an Affiliated Company of the Party making the assignment or transfer.

Article 12 - Duration - Termination

- 12.1 This Agreement shall come into force as of the date of its signature but shall then have retroactive effect as from **(day/month/year)** and shall thereafter continue in full force and effect until complete discharge of all obligations undertaken by the Parties under the EU Contract and under this Agreement as well as any amendment or extension thereof.
- 12.2 Each Party may terminate the Agreement in the case of early termination of the EU Contract by giving 2 months written notice to the other partners.

12.3 No Party shall be entitled to withdraw from or terminate this Agreement and/or its participation in the project unless:

- (a) that Party has obtained the prior written consent of the other Parties to withdrawal and termination or
- (b) that Party's participation in the EU Contract is terminated by the Commission pursuant to the provisions in the EU Contract or,
- (c) the EU Contract is terminated by the Commission for any reason whatsoever, provided always that a Party shall not by withdrawal or termination be relieved from

- (i) any of its obligations under this Agreement which are intended to survive such event
- (ii) its responsibilities under this Agreement or the EU Contract in respect of that Party's work on the project which has been carried out (or which should have been carried out up to the date of withdrawal or termination) or
- (iii) from any of its obligations or liabilities arising out of such withdrawal or termination

12.4 In the event that any Party enters into bankruptcy or liquidation or any other arrangement for the benefit of its creditors the other Parties shall, subject to approval by the Commission, be entitled to take over the fulfilment of such Party's obligation and to receive subsequent payments under the EU Contract in respect thereof.

Article 13 - Settlement of disputes

13.1 In case of dispute or difference between the Parties arising out of or in connection with this Agreement, the Parties shall first endeavour to settle it amicably.

13.2 All disputes or differences arising in connection with this Agreement which cannot be settled as provided for in the preceding Article 13.1 shall be decided in accordance with the Rules of the London Court of International Arbitration (which Rules are deemed to be incorporated by reference into this Article) by one or more arbitrator appointed in accordance with those Rules.

Article 14 - Language

This Agreement is drawn up in English which language shall govern all documents, notices and meeting for its application and/or extension or in any other way relative thereto.

Article 15 - Notices

Any notice to be given under this Agreement shall be sent by fax or post or by e-mail confirmed by fax or post to the addresses listed at the beginning of this Agreement.

Article 16 - Applicable Law

This Agreement shall be construed according to and governed by English law.

Article 17 - Entire Agreement - Amendments

This Agreement and the EU Contract constitute the entire agreement between the Parties in respect of the Project and supersede all previous negotiations, commitments and writings concerning the Project.

Amendments and changes to this Agreement shall be valid only if made in writing and signed by an authorised representatives.

Authorised to sign on behalf of

(name of the coordinating institution)

Signature:

Name:

Title:

(name of the partner institution)

Signature:

Name:

Title:

Etc.

Annexes

Annex 1: Project contract with the Commission

Annex 2: The work programme

Annex 3: Financial Summary Table

Example of Partner Agreement (IV)

AGREEMENT

Between

The project Coordinator:

Representative: _____

And

The below mentioned project partner:

Representative: _____

Name and address of the Bank

Account holder or special reference

Bank Codes and Account Number

Swift Code

On the subject of _____

Terms of cooperation in accordance with the arrangements set out in the "Application proposal" by (*day/month/year*) (Annex 1), the "Grant Agreement" (Annex 2) and the revised "Budget Summary and Financial request" (Annex 3) for the Socrates project: (*Title of the project, reference number of the project*)

Duration of agreement for the first project year:

Duration of the project:

The (*name of the project*) project has been accepted by the European Commission.

The Commission has decided to co-fund the project with **XX** % (max. **XXX** EURO) of the total project costs of **XXX** EURO. The remaining **XXX** % (**XX** EURO) have to be contributed by national/other sources.

The above mentioned institution is a partner in the project and respects the terms of the contract with the European Commission (as laid down in the "Application proposal", the "Grant Agreement" and the revised of the "Budget Summary and Financial Request").

I Means of funding

Name of the project partner:

Total budget share of the project partner: **XXX** EURO

SOCRATES co-funding share: **XXX** EURO

National co-funding share of the project partner: **XXX** EURO

The above mentioned institution will get a total of **XXX** EURO as the sum calculated as the EU-co-funding share for the (*name of the project*) project.

As agreed by all project partners the remaining **XXX** EURO as the sum calculated as the national co-funding share for the (*name of the project*) project will be brought in by the above named institution.

This money has to be strictly and solely dedicated to the project funding in accordance with the budget items laid down in the financial tables of the application.

II Terms of money transfer

The above mentioned institution knows that the Coordinator will receive a first instalment of 80% of the SOCRATES co-funding share stipulated on the contract as an advance on the intended goals of the project.
The final grant amount of 20 % will be calculated according to the Declaration of Expenses of the Final Report in accordance with the general conditions and the Rules on Eligible Expenditure.
The SOCRATES co-funding share will be transferred by the Coordinator in three steps after the respective outcomes have been handed in, have been evaluated and found satisfactory:

| | Hand-in date of contributions | Date and % of money transfer |
|-----|--|---|
| I | (day/month/year) <u>First contribution</u> | (day/month/year), 40% <u>First money transfer</u> |
| | (day/month/year) <u>Second contribution</u> | |
| II | (day/month/year) <u>Third contribution</u> | (day/month/year), 40% <u>Second money transfer</u> |
| III | After acceptance of Final Report by the Commission (due 30/9/XXXX) | Third money transfer, 20% |

III Subject of Funding

The project goals, outcomes, and products are binding for the project team and each partner. All partners are obliged to stick to the aims of the project as laid down in the application, particularly in points B, C, D. D4 states the respective tasks of the Coordinator and each partner. Any contribution must form part of the tasks laid down there.

The representative of the participating institution guarantees that the common project aim will be seen to with all the necessary care.

The project partner will do his/her best to contribute to the collective goal:

- The representative will see to it that essential information is continuously forwarded to the project manager (name of the person).
- The representative will see to it that the contributions listed in the application will be developed according to the work plan or adapted within the laid down period.
- The representative will see to it that the interaction among partner on the project's progress takes place in a continuous and directed form.
- The representative will see to it that personal continuity is given and that consistency of work is guaranteed.

IV Accounting Balance

A detailed accounting balance in accordance with their respective statements in the Grant Agreement must be turned in (together with all the copies of invoices and proofs) on (day/month/year) to the Coordinator at the latest.

Original voice, debit notes, receipts, bank statements for every item of expense have to be thoroughly documented and kept by the institution and can only be financed by project funding if they are in compliance with eligibility of expenditure.

The project partner is fully responsible for the correct delivery of the declaration of expenses and the appropriate application of accounting system.

The accounting period starts (day/month/year) and ends (day/month/year).

V Hand-in and reporting Requirements

The above named representative is responsible for delivering and reporting the institution's work and reporting in-between. The institution will thoroughly document the work in progress and hand in interim reports on the following dates:

(day/month/year)

(day/month/year)

(day/month/year)

In the application the above named institution has agreed to fulfil the below named tasks (quoted from the application):

(A description of tasks of the partner concerned)

The above named representative wishes to specify these tasks as follows:

VI Intellectual property

Preamble

Transnational cooperation is regarded as a strategic partnership: partners bring in kind and contribute through their intellectual know-how to a collective product. Within the period of cooperation there will be no charge of fees between partners with the exception of a symbolic fee for the use of the online platform developed by one of the partners.

Copyrights will be respected as follows:

- Material already developed and brought in may be only used within the scope of the project as templates of good practice. Copyrights have to be strictly safeguarded, permission for reproduction and scale of reproduction have to be settled beforehand. Any money needed for clarifying rights for material already developed outside the project have to be financed by other sources than the project budget.
- Where partners develop material within the scope of the project this material will be available for the partnership as a means within the common goals set in the partnership. This material might be quoted for free and referred to extensively within the range of collective product. When it comes to dissemination and delivery, the respective partner has to be asked for licence permissions.
- The collective project products will all be in **(language)**. Where they comprise findings, secondary research work, gathering and sampling of data, and the guidelines for various fields of good practice they might be reused as extracts by any partner in any context as long as they are clearly identified as stemming from the **(name of the project)** partnership and as long as all copyright matters are seen to.
- Collective products in tangible form, like manuals, CD-ROMs, online data, as the authorised result of the **(name of the project)** project work may be disseminated and translated into the respective partner's mother tongue for free as long as they are not marketed for profit. Where a partner has the intention to use the collective products for commercial purposes permission has to be obtained from each copyright holder. Throughout the contractual period of the project the partnership is the proprietor of the product, and thus the Coordinator is the copyright holder. Each partner remains the copyright holder for his or her contribution - this may be a text, a design or a concept of material or media of transmission. As soon as the partnership has ended each copyright holder has to be asked for permission of reproduction and/or licence.
- Where partners have the intention of adapting and reusing parts of the collective material or translate the material in any other language than their own they have to obtain their permission from the individual copyright holders. If any of the partners has the intention to transfer his or her rights for the collective product to a third party he or she must check back and ask for permission from all copyright holders for their parts.

We, the undersigned, declare that we have read and accepted the terms and conditions of this Contract as described here before, including the annexes thereto.

Signatures

For the Contractor:

Name:

Position:

Date and Place

Stamp

For the Partner:

Name:

Position:

Date and Place:

Stamp

